

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE  
PLAYERS' CONCUSSION INJURY LITIGATION

No. 2:12-md-02323-AB  
MDL No. 2323

Kevin Turner and Shawn Wooden, on behalf  
of themselves and others similarly situated,

Plaintiffs,

v.

National Football League and NFL Properties, LLC,  
successor-in-interest to NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:

Corboy & Demetrio, P.C. v. Gerald Sullivan  
Attorney Lien Dispute  
(Doc. No. 10208)

**EXPLANATION AND ORDER**

DAVID R. STRAWBRIDGE  
UNITED STATES MAGISTRATE JUDGE

January 21, 2020

Before the Court is a Notice of Attorney's Lien ("Lien") seeking attorney's fees and costs from any Monetary Claim to be paid to Settlement Class Member Gerald Sullivan, who was issued a Notice of Monetary Award Claim Determination on September 18, 2019. The lien was filed on August 10, 2018 by Corboy & Demetrio, P.C. ("Corboy"). (Doc. No. 10208). Mr. Sullivan is currently represented by Cohen & Malad, LLP ("Cohen"), and on August 16, 2019, the Claims Administrator issued to Cohen a Notice of this lien.

The District Court referred all Petitions for individual attorney's liens to this Magistrate Judge. (Doc. No. 7746). Rules Governing Attorneys' Liens ("Rules") were adopted on March 6, 2018 and amended on October 3, 2018. (Doc. Nos. 9760 and 10283). Pursuant to Rule 12, Corboy

and Cohen (the “Parties”) were advised of their right to consent to have the Magistrate Judge issue a final Order to resolve this dispute. The Parties have consented to jurisdiction by a Magistrate Judge. (Doc. No. 10921). Accordingly, this Opinion will serve as the final decision of the Court concerning this attorney lien dispute.

The Parties submitted a Withdrawal of Attorney’s Lien Dispute (the “Withdrawal”) pursuant to Rule 24 on January 14, 2020. The Withdrawal agreement clearly indicates the portion of the Award that each law firm will receive and sets forth an agreement as to how to disburse any portion of the 5% holdback that may be released in the future. The agreement was negotiated by law firms that were informed and concerned about their own interest. Upon review of the Withdrawal and the contingency fee agreements, and in consideration of the Presumptive Fee Cap (Doc. No. 9863), we conclude that the fee to be paid to each firm is reasonable, does not exceed the percentage for which the parties contracted, and that the collective fees are within the percentage allowed under the 22% Presumptive Fee Cap. Accordingly, we conclude that the Withdrawal should be granted and that the Claims Administrator should be ordered to distribute the attorneys’ fees to Corboy and Cohen as set forth in the Withdrawal.<sup>1</sup> We also have reviewed the lists of itemized costs submitted by each firm and the provision of Mr. Sullivan’s agreement with each firm that provides for reimbursement of certain costs. We conclude that each firm is entitled to the costs asserted, *except for the \$865.63 sought by Corboy for “Pro-rata share of common expenses incurred In Re: NFL Football – 2:12-MD-02323,”* given its

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<sup>1</sup> Pursuant to the Court’s Order Regarding Withholdings for Common Benefit Fund (Doc. No. 10104), 5% of the Award is currently being held in the Attorney’s Fees Qualified Settlement Fund, where it must remain until further order of the Court. The Claims Administrator will ensure that if any portion of those funds are later released they will be paid pursuant to the agreed terms in the Withdrawal.

characterization and the lack of specificity as to the individual representation of this settlement class member. The remainder of the withheld funds shall be released to Mr. Sullivan.

**AND NOW**, this 21<sup>st</sup> day of January, 2020, it is **ORDERED** that:

1. The Withdrawal of the Lien Dispute is **GRANTED**; and
2. The Claims Administrator is **ORDERED** to distribute the withheld funds in accordance with this decision, the provisions of the Settlement Agreement, and all Court Orders regarding implementation.

BY THE COURT:

/s/ David R. Strawbridge, USMJ  
DAVID R. STRAWBRIDGE  
UNITED STATES MAGISTRATE JUDGE